

EXHIBIT J

D.F. 4/24/03.

1 JEFFREY N. BROWN (SBN 105520)
 2 WILFREDO HERNANDEZ, JR. (SBN 200917)
 3 MORGAN, LEWIS & BOCKIUS LLP
 300 South Grand Avenue
 4 Twenty-Second Floor
 Los Angeles, CA 90071-3132
 Tel: (213) 612-2500
 Fax: (213) 612-2501

5 ANN A. BYUN (SBN 161593)
 6 MORGAN, LEWIS & BOCKIUS LLP
 1701 Market Street
 7 Philadelphia, PA 19103
 Tel: (215) 963-5000
 8 Fax: (215) 963-5299

9 Attorneys for Plaintiff and
 Counterclaim Defendant
 10 LG. PHILIPS LCD CO., LTD.

11
 12 UNITED STATES DISTRICT COURT
 13 CENTRAL DISTRICT OF CALIFORNIA

14
 15 LG. PHILIPS LCD CO., LTD.,

16 Plaintiff,

17 vs.

18 TPV TECHNOLOGY, LTD., and
 19 ENVISION PERIPHERALS, INC.,

20 Defendants.

Case No.

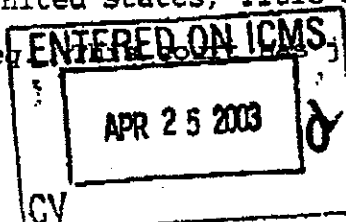
COMPLAINT FOR PATENT
 INFRINGEMENT

[DEMAND FOR JURY TRIAL]

21 Plaintiff LG. Philips LCD Co., Ltd. ("LPL"), by its
 22 undersigned attorneys, complains of Defendants and alleges as
 23 follows:

24 JURISDICTION AND VENUE

25 1. This is an action for patent infringement, arising
 26 under the patent laws of the United States, Title 35 of the
 27 United States Code, § 1, et seq. jurisdiction



04-24-03
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1 over the subject matter of this action pursuant to Title 28 of
2 the United States Code, §§ 1331 and 1338(a).

3 2. Venue is proper in this judicial district under Title
4 28 of the United States Code, §§ 1391(b), 1391(c), 1391(d) and
5 1400(b).

6 PARTIES

7 3. Plaintiff LPL is a corporation organized under the laws
8 of the Republic of Korea having a place of business located in
9 Seoul, Korea.

10 4. Plaintiff LPL is informed and believes, and on that
11 basis alleges that Defendant Envision Peripherals, Inc.
12 ("Envision") is a corporation existing under the laws of the
13 State of California having a place of business located at 47490
14 Seabridge Dr., Fremont, CA 94538.

15 5. LPL is informed and believes, and on that basis
16 alleges, that Defendant TPV Technology, Ltd. ("TPV") is a
17 corporation existing under the laws of Bermuda, having a place of
18 business located in Hong Kong, and is the parent company of
19 Envision.

20 6. LPL is informed and believes, and on that basis
21 alleges, that Envision is responsible for sales of TPV products
22 in the United States, including this district.

23 LPL'S PATENTS-IN-SUIT

24 7. LPL is the owner by assignment of all rights, title and
25 interest in and to United States Patent No. 4,624,737 ("the '737
26 patent"), issued on November 25, 1986, entitled "Process for
27 Producing Thin-Film Transistor."

28

1 8. LPL is the owner by assignment of all rights, title and
2 interest in and to United States Patent No. 5,825,449 ("the '449
3 patent"), issued on October 20, 1998, entitled "Liquid Crystal
4 Display Device and Method of Manufacturing the Same."

5 9. LPL is the owner by assignment of all rights, title and
6 interest in and to United States Patent No. 6,373,537 ("the '537
7 patent"), issued on April 16, 2002, entitled "Computer Having
8 Liquid Crystal Display Between Frames Attached at the Edges."

9 10. LPL is the owner by assignment of all rights, title and
10 interest in and to United States Patent No. 6,002,457 ("the '457
11 patent"), issued on December 14, 1999, entitled "Computer Having
12 Liquid Crystal Display."

13 11. LPL is the owner by assignment of all rights, title and
14 interest in and to United States Patent No. 5,926,237 ("the '237
15 patent"), issued on July 20, 1999, entitled "Computer Having
16 Liquid Crystal Display."

17 DEFENDANTS' INFRINGEMENT OF LPL'S PATENTS

18 12. LPL is informed and believes, and on that basis
19 alleges, that Chunghwa Picture Tubes, Ltd. ("CPT") manufactures
20 liquid crystal display ("LCD") panels that infringe LPL's patents
21 as set forth in a related case No. CV-02-6775 CBM (JTLx). LPL is
22 informed and believes, and on that basis alleges, that at least
23 TPV incorporates those LCD panels into computer products, such as
24 monitors. LPL is informed and believes, and on that basis
25 alleges, that at least Envision, TPV's sales and distribution
26 subsidiary, imports into and sells in the United States,
27 including within this judicial district, computer products that
28

1 include such CPT LCD panels, including monitors sold under the
2 brand name AOC.

3 13. LPL is informed and believes, and on that basis
4 alleges, that TPV, Envision and CPT are working in concert to
5 import and sell in the United States infringing LCD panels
6 (and/or products with infringing LCD panels incorporated
7 therein).

8 FIRST CLAIM FOR RELIEF

9 (INFRINGEMENT OF THE '737 PATENT)

10 14. LPL incorporates by this reference paragraphs 1 through
11 13 above, as though fully set forth herein.

12 15. Defendants have infringed and are infringing the '737
13 patent by making, using, selling, offering for sale and/or
14 importing into the United States products manufactured by a
15 process covered by one or more claims of the '737 patent, by
16 actively inducing and encouraging others to do so and/or by
17 contributing to such infringement.

18 16. Defendants have infringed and are infringing the '737
19 patent with knowledge of LPL's patent rights and without a
20 reasonable basis for believing that its conduct is lawful.
21 Defendants' acts of infringement have been willful, deliberate,
22 and in reckless disregard of LPL's patent rights, and will
23 continue unless enjoined by this Court.

24 17. By reason of the foregoing, LPL has been damaged and
25 will continue to sustain damages in an amount to be determined at
26 trial and has suffered and will continue to suffer irreparable
27 loss and injury.

28

SECOND CLAIM FOR RELIEF

(INFRINGEMENT OF THE '449 PATENT)

18. LPL incorporates by this reference paragraphs 1 through 13 above, as though fully set forth herein.

19. Defendants have infringed and are infringing the '449 patent by making, using, selling, offering for sale and/or importing into the United States products covered by one or more claims of the '449 patent, by making, using, selling, offering for sale and/or importing into the U.S. products manufactured by a process covered by one or more claims of the '449 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

20. Defendants have infringed and are infringing the '449 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. Defendants' acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

21. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

THIRD CLAIM FOR RELIEF

(INFRINGEMENT OF THE '537 PATENT)

22. LPL incorporates by this reference paragraphs 1 through 13 above, as though fully set forth herein.

23. Defendants have infringed and are infringing the '537 patent by making, using, selling, offering for sale and/or

1 importing into the United States products covered by one or more
2 claims of the '537 patent, by actively inducing and encouraging
3 others to do so and/or by contributing to such infringement.

4 24. Defendants have infringed and are infringing the '537
5 patent with knowledge of LPL's patent rights and without a
6 reasonable basis for believing that its conduct is lawful.
7 Defendants' acts of infringement have been willful, deliberate,
8 and in reckless disregard of LPL's patent rights, and will
9 continue unless enjoined by this Court.

10 25. By reason of the foregoing, LPL has been damaged and
11 will continue to sustain damages in an amount to be determined at
12 trial and has suffered and will continue to suffer irreparable
13 loss and injury.

14 FOURTH CLAIM FOR RELIEF

15 (INFRINGEMENT OF THE '457 PATENT)

16 26. LPL incorporates by this reference paragraphs 1 through
17 13 above, as though fully set forth herein.

18 27. Defendants have infringed and are infringing the '457
19 patent by making, using, selling, offering for sale and/or
20 importing into the United States products covered by one or more
21 claims of the '457 patent, by actively inducing and encouraging
22 others to do so and/or by contributing to such infringement.

23 28. Defendants have infringed and are infringing the '457
24 patent with knowledge of LPL's patent rights and without a
25 reasonable basis for believing that its conduct is lawful.
26 Defendants' acts of infringement have been willful, deliberate,
27 and in reckless disregard of LPL's patent rights, and will
28 continue unless enjoined by this Court.

1 29. By reason of the foregoing, LPL has been damaged and
 2 will continue to sustain damages in an amount to be determined at
 3 trial and has suffered and will continue to suffer irreparable
 4 loss and injury.

5 FIFTH CLAIM FOR RELIEF

6 (INFRINGEMENT OF THE '237 PATENT)

7 30. LPL incorporates by this reference paragraphs 1 through
 8 13 above, as though fully set forth herein.

9 31. Defendants have infringed and are infringing the '237
 10 patent by making, using, selling, offering for sale and/or
 11 importing into the U.S. products manufactured by a process
 12 covered by one or more claims of the '237 patent, by actively
 13 inducing and encouraging others to do so and/or by contributing
 14 to such infringement.

15 32. Defendants have infringed and are infringing the '237
 16 patent with knowledge of LPL's patent rights and without a
 17 reasonable basis for believing that its conduct is lawful.
 18 Defendants' acts of infringement have been willful, deliberate,
 19 and in reckless disregard of LPL's patent rights, and will
 20 continue unless enjoined by this Court.

21 33. By reason of the foregoing, LPL has been damaged and
 22 will continue to sustain damages in an amount to be determined at
 23 trial and has suffered and will continue to suffer irreparable
 24 loss and injury.

25 PRAYER FOR RELIEF

26 WHEREFORE, Plaintiff LPL prays for relief against Defendants
 27 Envision and TPV as follows:
 28

1 1. For a judgment that Defendants have infringed LPL's
2 United States Patent Nos. 4,624,737, 5,825,449, 6,373,537,
3 6,002,457, and 5,926,237;

4 2. For preliminary and permanent injunctive relief against
5 Defendants' further infringement of LPL's United States patents;

6 3. For an award of damages for Defendants' infringement of
7 LPL's patents, together with interest, costs and disbursements as
8 fixed by this Court under Title 35 of the United States Code §
9 284;

10 4. For a determination that Defendants' infringement is
11 willful, and an award of trebled damages under Title 35 of the
12 United States Code § 284, for infringement of LPL's patents;

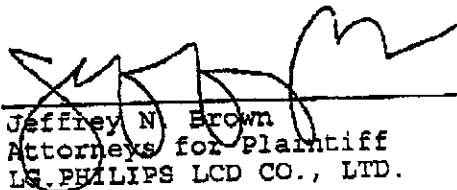
13 5. For a determination that this is an exceptional case
14 within the meaning of Title 35 of the United States Code § 285
15 and an assessment of LPL's reasonable attorneys' fees; and

16 6. For such other and further relief as the Court deems
17 just and proper.

18 Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

19
20 By


Jeffrey N. Brown
Attorneys for Plaintiff
LG PHILIPS LCD CO., LTD.

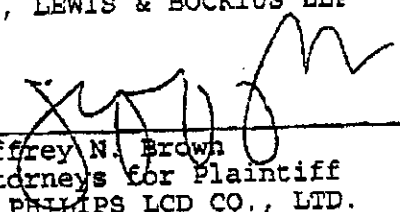
JURY TRIAL DEMAND

Plaintiff LG.Philips LCD Co., Ltd. hereby demands a trial by jury on all issues properly triable by jury.

Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

By


Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

JEFFREY N. BROWN (SBN 105520)
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MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Tel: (213) 612-2500
Fax: (213) 612-2501

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MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5000
Fax: (215) 963-5299

Attorneys for Plaintiff and
Counterclaim Defendant
LG. PHILIPS LCD CO., LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LG. PHILIPS LCD CO., LTD.,
Plaintiff,
vs.
JEAN COMPANY LTD.,
Defendant.

Case No. ^{CV} 03-2866 DDP

COMPLAINT FOR PATENT
INFRINGEMENT

[DEMAND FOR JURY TRIAL]

Plaintiff LG. Philips LCD Co., Ltd. ("LPL"), by its
undersigned attorneys, complains of Defendant and alleges as
follows:

JURISDICTION AND VENUE

1. This is an action for patent infringement, arising
under the patent laws of the United States, Title 35 of the
United States Code, § 1, et seq.

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CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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1 over the subject matter of this action pursuant to Title 28 of
2 the United States Code, §§ 1331 and 1338(a).

3 2. Venue is proper in this judicial district under Title
4 28 of the United States Code, §§ 1391(b), 1391(c), 1391(d) and
5 1400(b).

6 PARTIES

7 3. Plaintiff LPL is a corporation organized under the laws
8 of the Republic of Korea having a place of business located in
9 Seoul, Korea.

10 4. LPL is informed and believes, and on that basis
11 alleges, that Defendant Jean Company Ltd. ("Jean") is a
12 corporation existing under the laws Taiwan and maintains global
13 service centers throughout the world, including the United States
14 and this judicial district. LPL is informed and believes, and on
15 that basis alleges, that one of Jean's global service centers is
16 JAS Electronics, Inc., located at 1215 Bixby Drive, City of
17 Industry, California.

18 LPL'S PATENTS-IN-SUIT

19 5. LPL is the owner by assignment of all rights, title and
20 interest in and to United States Patent No. 4,624,737 ("the '737
21 patent"), issued on November 25, 1986, entitled "Process for
22 Producing Thin-Film Transistor."

23 6. LPL is the owner by assignment of all rights, title and
24 interest in and to United States Patent No. 5,825,449 ("the '449
25 patent"), issued on October 20, 1998, entitled "Liquid Crystal
26 Display Device and Method of Manufacturing the Same."

27 7. LPL is the owner by assignment of all rights, title and
28 interest in and to United States Patent No. 6,373,537 ("the '537

1 patent"), issued on April 16, 2002, entitled "Computer Having
2 Liquid Crystal Display Between Frames Attached at the Edges."

3 8. LPL is the owner by assignment of all rights, title and
4 interest in and to United States Patent No. 6,002,457 ("the '457
5 patent"), issued on December 14, 1999, entitled "Computer Having
6 Liquid Crystal Display."

7 9. LPL is the owner by assignment of all rights, title and
8 interest in and to United States Patent No. 5,926,237 ("the '237
9 patent"), issued on July 20, 1999, entitled "Computer Having
10 Liquid Crystal Display."

11 DEFENDANT'S INFRINGEMENT OF LPL'S PATENTS

12 10. LPL is informed and believes, and on that basis
13 alleges, that Chunghwa Picture Tubes, Ltd. ("CPT") manufactures
14 liquid crystal display ("LCD") panels that infringe LPL's patents
15 as set forth in a related case No. CV-02-6775 CBM (JTLx). LPL is
16 informed and believes, and on that basis alleges, that Defendant
17 Jean incorporates those LCD panels into computer products, such
18 as monitors. LPL is informed and believes, and on that basis
19 alleges, that Jean imports into and sells in the United States,
20 including within this judicial district, computer products that
21 include such CPT LCD panels.

22 11. LPL is informed and believes, and on that basis
23 alleges, that Jean and CPT are working in concert to import and
24 sell in the United States infringing LCD panels (and/or products
25 with infringing LCD panels incorporated therein).

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FIRST CLAIM FOR RELIEF

(INFRINGEMENT OF THE '737 PATENT)

12. LPL incorporates by this reference paragraphs 1 through 11 above, as though fully set forth herein.

13. Jean has infringed and is infringing the '737 patent by making, using, selling, offering for sale and/or importing into the United States products manufactured by a process covered by one or more claims of the '737 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

14. Jean has infringed and is infringing the '737 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. Jean's acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

15. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

SECOND CLAIM FOR RELIEF

(INFRINGEMENT OF THE '449 PATENT)

16. LPL incorporates by this reference paragraphs 1 through 11 above, as though fully set forth herein.

17. Jean has infringed and is infringing the '449 patent by making, using, selling, offering for sale and/or importing into the United States products covered by one or more claims of the '449 patent, by making, using, selling, offering for sale and/or

1 importing into the U.S. products manufactured by a process
2 covered by one or more claims of the '449 patent, by actively
3 inducing and encouraging others to do so and/or by contributing
4 to such infringement.

5 18. Jean has infringed and is infringing the '449 patent
6 with knowledge of LPL's patent rights and without a reasonable
7 basis for believing that its conduct is lawful. Jean's acts of
8 infringement have been willful, deliberate, and in reckless
9 disregard of LPL's patent rights, and will continue unless
10 enjoined by this Court.

11 19. By reason of the foregoing, LPL has been damaged and
12 will continue to sustain damages in an amount to be determined at
13 trial and has suffered and will continue to suffer irreparable
14 loss and injury.

15 THIRD CLAIM FOR RELIEF

16 (INFRINGEMENT OF THE '537 PATENT)

17 20. LPL incorporates by this reference paragraphs 1 through
18 11 above, as though fully set forth herein.

19 21. Jean has infringed and is infringing the '537 patent by
20 making, using, selling, offering for sale and/or importing into
21 the United States products covered by one or more claims of the
22 '537 patent, by actively inducing and encouraging others to do so
23 and/or by contributing to such infringement.

24 22. Jean has infringed and is infringing the '537 patent
25 with knowledge of LPL's patent rights and without a reasonable
26 basis for believing that its conduct is lawful. Jean's acts of
27 infringement have been willful, deliberate, and in reckless
28

1 disregard of LPL's patent rights, and will continue unless
2 enjoined by this Court.

3 23. By reason of the foregoing, LPL has been damaged and
4 will continue to sustain damages in an amount to be determined at
5 trial and has suffered and will continue to suffer irreparable
6 loss and injury.

7 FOURTH CLAIM FOR RELIEF

8 (INFRINGEMENT OF THE '457 PATENT)

9 24. LPL incorporates by this reference paragraphs 1 through
10 11 above, as though fully set forth herein.

11 25. Jean has infringed and is infringing the '457 patent by
12 making, using, selling, offering for sale and/or importing into
13 the United States products covered by one or more claims of the
14 '457 patent, by actively inducing and encouraging others to do so
15 and/or by contributing to such infringement.

16 26. Jean has infringed and is infringing the '457 patent
17 with knowledge of LPL's patent rights and without a reasonable
18 basis for believing that its conduct is lawful. Jean's acts of
19 infringement have been willful, deliberate, and in reckless
20 disregard of LPL's patent rights, and will continue unless
21 enjoined by this Court.

22 27. By reason of the foregoing, LPL has been damaged and
23 will continue to sustain damages in an amount to be determined at
24 trial and has suffered and will continue to suffer irreparable
25 loss and injury.

26

27

28

FIFTH CLAIM FOR RELIEF

(INFRINGEMENT OF THE '237 PATENT)

28. LPL incorporates by this reference paragraphs 1 through 11 above, as though fully set forth herein.

29. Jean has infringed and is infringing the '237 patent by making, using, selling, offering for sale and/or importing into the U.S. products manufactured by a process covered by one or more claims of the '237 patent, by actively inducing and encouraging others to do so and/or by contributing to such infringement.

30. Jean has infringed and is infringing the '237 patent with knowledge of LPL's patent rights and without a reasonable basis for believing that its conduct is lawful. Jean's acts of infringement have been willful, deliberate, and in reckless disregard of LPL's patent rights, and will continue unless enjoined by this Court.

31. By reason of the foregoing, LPL has been damaged and will continue to sustain damages in an amount to be determined at trial and has suffered and will continue to suffer irreparable loss and injury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff LPL prays for relief against Defendant Jean as follows:

1. For a judgment that Jean has infringed LPL's United States Patent Nos. 4,624,737, 5,825,449, 6,373,537, 6,002,457, and 5,926,237;

2. For preliminary and permanent injunctive relief against Jean's further infringement of LPL's United States patents;

1 3. For an award of damages for Jean's infringement of
2 LPL's patents, together with interest, costs and disbursements as
3 fixed by this Court under Title 35 of the United States Code §
4 284;

5 4. For a determination that Jean's infringement is
6 willful, and an award of trebled damages under Title 35 of the
7 United States Code § 284, for infringement of LPL's patents;

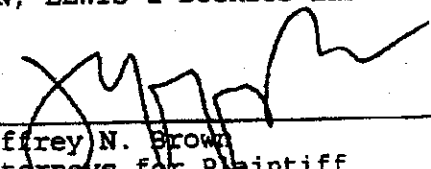
8 5. For a determination that this is an exceptional case
9 within the meaning of Title 35 of the United States Code § 285
10 and an assessment of LPL's reasonable attorneys' fees; and

11 6. For such other and further relief as the Court deems
12 just and proper.

13 Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

14
15 By


Jeffrey N. Brown
Attorneys for Plaintiff
LG. PHILIPS LCD CO., LTD.

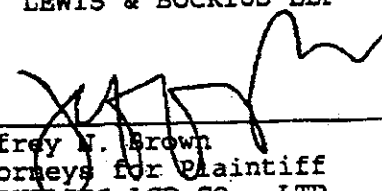
JURY TRIAL DEMAND

Plaintiff LG.Philips LCD Co., Ltd. hereby demands a trial by jury on all issues properly triable by jury.

Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

By


Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

1 JEFFREY N. BROWN (SBN 105520)
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13 Tel: (215) 963-5000
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15 Attorneys for Plaintiff and
16 Counterclaim Defendant
17 LG. PHILIPS LCD CO., LTD.

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 03-2884 WJR (MANx)

21 LG. PHILIPS LCD CO., LTD.,

22 Plaintiff,

23 vs.

24 LITE-ON TECHNOLOGY
25 CORPORATION and LITE-ON
26 TECHNOLOGY INTERNATIONAL
27 INCORPORATED,

28 Defendants.

Case No.

COMPLAINT FOR PATENT
INFRINGEMENT

[DEMAND FOR JURY TRIAL]

29 Plaintiff LG. Philips LCD Co., Ltd. ("LPL"), by its
30 undersigned attorneys, complains of Defendants and alleges as
31 follows:

APR 25 2002

32 JURISDICTION AND VENUE

33 1. This is an action for patent infringement, arising
34 under the patent laws of the United States, Title 35 of the
35 United States Code, § 1, et seq. This court has jurisdiction.

1 over the subject matter of this action pursuant to Title 28 of
2 the United States Code, §§ 1331 and 1338(a).

3 2. Venue is proper in this judicial district under Title
4 28 of the United States Code, §§ 1391(b), 1391(c), 1391(d) and
5 1400(b).

6 PARTIES

7 3. Plaintiff LPL is a corporation organized under the laws
8 of the Republic of Korea having a place of business located in
9 Seoul, Korea.

10 4. Plaintiff LPL is informed and believes, and on that
11 basis alleges that Defendant Lite-On Technology International
12 Incorporated ("Lite-On USA") is a corporation existing under the
13 laws of the State of California having a place of business
14 located at 6262 Katella Avenue, Cypress, California. LPL is
15 informed and believes, and on that basis alleges, that Lite-On
16 USA is responsible for sales of Lite-On products in the United
17 States, including this district.

18 5. LPL is informed and believes, and on that basis
19 alleges, that Defendant Lite-On Technology Corporation ("Lite-
20 On") is a corporation existing under the laws of Taiwan and is
21 the parent company of Lite-On USA.

22 LPL'S PATENTS-IN-SUIT

23 6. LPL is the owner by assignment of all rights, title and
24 interest in and to United States Patent No. 4,624,737 ("the '737
25 patent"), issued on November 25, 1986, entitled "Process for
26 Producing Thin-Film Transistor."

27 7. LPL is the owner by assignment of all rights, title and
28 interest in and to United States Patent No. 5,825,449 ("the '449

1 patent"), issued on October 20, 1998, entitled "Liquid Crystal
2 Display Device and Method of Manufacturing the Same."

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4 interest in and to United States Patent No. 6,373,537 ("the '537
5 patent"), issued on April 16, 2002, entitled "Computer Having
6 Liquid Crystal Display Between Frames Attached at the Edges."

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9 patent"), issued on December 14, 1999, entitled "Computer Having
10 Liquid Crystal Display."

11 10. LPL is the owner by assignment of all rights, title and
12 interest in and to United States Patent No. 5,926,237 ("the '237
13 patent"), issued on July 20, 1999, entitled "Computer Having
14 Liquid Crystal Display."

15 DEPENDANTS' INFRINGEMENT OF LPL'S PATENTS

16 11. LPL is informed and believes, and on that basis
17 alleges, that Chunghwa Picture Tubes, Ltd. ("CPT") manufactures
18 liquid crystal display ("LCD") panels that infringe LPL's patents
19 as set forth in a related case No. CV-02-6775 CBM (JTLx). LPL is
20 informed and believes, and on that basis alleges, that at least
21 Lite-On incorporates those LCD panels into computer products,
22 such as monitors. LPL is informed and believes, and on that
23 basis alleges, that at least Lite-On USA, Lite-On's sales and
24 distribution subsidiary, imports into and sells in the United
25 States, including within this judicial district, computer
26 products that include such CPT LCD panels.

27 12. LPL is informed and believes, and on that basis
28 alleges, that Lite-On, Lite-On USA and CPT are working in concert

1 to import and sell in the United States infringing LCD panels
2 (and/or products with infringing LCD panels incorporated
3 therein).

4 FIRST CLAIM FOR RELIEF

5 (INFRINGEMENT OF THE '737 PATENT)

6 13. LPL incorporates by this reference paragraphs 1 through
7 12 above, as though fully set forth herein.

8 14. Defendants have infringed and are infringing the '737
9 patent by making, using, selling, offering for sale and/or
10 importing into the United States products manufactured by a
11 process covered by one or more claims of the '737 patent, by
12 actively inducing and encouraging others to do so and/or by
13 contributing to such infringement.

14 15. Defendants have infringed and are infringing the '737
15 patent with knowledge of LPL's patent rights and without a
16 reasonable basis for believing that Defendants' conduct is
17 lawful. Defendants' acts of infringement have been willful,
18 deliberate, and in reckless disregard of LPL's patent rights, and
19 will continue unless enjoined by this Court.

20 16. By reason of the foregoing, LPL has been damaged and
21 will continue to sustain damages in an amount to be determined at
22 trial and has suffered and will continue to suffer irreparable
23 loss and injury.

24 SECOND CLAIM FOR RELIEF

25 (INFRINGEMENT OF THE '449 PATENT)

26 17. LPL incorporates by this reference paragraphs 1 through
27 12 above, as though fully set forth herein.

28

1 18. Defendants have infringed and are infringing the '449
2 patent by making, using, selling, offering for sale and/or
3 importing into the United States products covered by one or more
4 claims of the '449 patent, by making, using, selling, offering
5 for sale and/or importing into the U.S. products manufactured by
6 a process covered by one or more claims of the '449 patent, by
7 actively inducing and encouraging others to do so and/or by
8 contributing to such infringement.

9 19. Defendants have infringed and are infringing the '449
10 patent with knowledge of LPL's patent rights and without a
11 reasonable basis for believing that Defendants' conduct is
12 lawful. Defendants' acts of infringement have been willful,
13 deliberate, and in reckless disregard of LPL's patent rights, and
14 will continue unless enjoined by this Court.

15 20. By reason of the foregoing, LPL has been damaged and
16 will continue to sustain damages in an amount to be determined at
17 trial and has suffered and will continue to suffer irreparable
18 loss and injury.

19 THIRD CLAIM FOR RELIEF

20 (INFRINGEMENT OF THE '537 PATENT)

21 21. LPL incorporates by this reference paragraphs 1 through
22 12 above, as though fully set forth herein.

23 22. Defendants have infringed and are infringing the '537
24 patent by making, using, selling, offering for sale and/or
25 importing into the United States products covered by one or more
26 claims of the '537 patent, by actively inducing and encouraging
27 others to do so and/or by contributing to such infringement.

28

1 23. Defendants have infringed and are infringing the '537
2 patent with knowledge of LPL's patent rights and without a
3 reasonable basis for believing that Defendants' conduct is
4 lawful. Defendants' acts of infringement have been willful,
5 deliberate, and in reckless disregard of LPL's patent rights, and
6 will continue unless enjoined by this Court.

7 24. By reason of the foregoing, LPL has been damaged and
8 will continue to sustain damages in an amount to be determined at
9 trial and has suffered and will continue to suffer irreparable
10 loss and injury.

11 FOURTH CLAIM FOR RELIEF

12 (INFRINGEMENT OF THE '457 PATENT)

13 25. LPL incorporates by this reference paragraphs 1 through
14 12 above, as though fully set forth herein.

15 26. Defendants have infringed and are infringing the '457
16 patent by making, using, selling, offering for sale and/or
17 importing into the United States products covered by one or more
18 claims of the '457 patent, by actively inducing and encouraging
19 others to do so and/or by contributing to such infringement.

20 27. Defendants have infringed and are infringing the '457
21 patent with knowledge of LPL's patent rights and without a
22 reasonable basis for believing that Defendants' conduct is
23 lawful. Defendants' acts of infringement have been willful,
24 deliberate, and in reckless disregard of LPL's patent rights, and
25 will continue unless enjoined by this Court.

26 28. By reason of the foregoing, LPL has been damaged and
27 will continue to sustain damages in an amount to be determined at
28

1 trial and has suffered and will continue to suffer irreparable
2 loss and injury.

3 FIFTH CLAIM FOR RELIEF

4 (INFRINGEMENT OF THE '237 PATENT)

5 29. LPL incorporates by this reference paragraphs 1 through
6 12 above, as though fully set forth herein.

7 30. Defendants have infringed and are infringing the '237
8 patent by making, using, selling, offering for sale and/or
9 importing into the U.S. products manufactured by a process
10 covered by one or more claims of the '237 patent, by actively
11 inducing and encouraging others to do so and/or by contributing
12 to such infringement.

13 31. Defendants have infringed and are infringing the '237
14 patent with knowledge of LPL's patent rights and without a
15 reasonable basis for believing that Defendants conduct is lawful.
16 Defendants' acts of infringement have been willful, deliberate,
17 and in reckless disregard of LPL's patent rights, and will
18 continue unless enjoined by this Court.

19 32. By reason of the foregoing, LPL has been damaged and
20 will continue to sustain damages in an amount to be determined at
21 trial and has suffered and will continue to suffer irreparable
22 loss and injury.

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiff LPL prays for relief against Defendants
25 Lite-On and Lite-On USA as follows:

26 1. For a judgment that Defendants have infringed LPL's
27 United States Patent Nos. 4,624,737, 5,825,449, 6,373,537,
28 6,002,457, and 5,926,237;

1 2. For preliminary and permanent injunctive relief against
2 Defendants' further infringement of LPL's United States patents;

3 3. For an award of damages for Defendants' infringement of
4 LPL's patents, together with interest, costs and disbursements as
5 fixed by this Court under Title 35 of the United States Code §
6 284;

7 4. For a determination that Defendants' infringement is
8 willful, and an award of trebled damages under Title 35 of the
9 United States Code § 284, for infringement of LPL's patents;

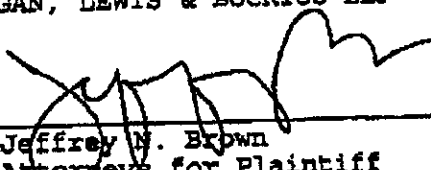
10 5. For a determination that this is an exceptional case
11 within the meaning of Title 35 of the United States Code § 285
12 and an assessment of LPL's reasonable attorneys' fees; and

13 6. For such other and further relief as the Court deems
14 just and proper.

15 Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

16
17 By


Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

JURY TRIAL DEMAND

Plaintiff LG.Philips LCD Co., Ltd. hereby demands a trial by jury on all issues properly triable by jury.

Dated: April 24, 2003

MORGAN, LEWIS & BOCKIUS LLP

By

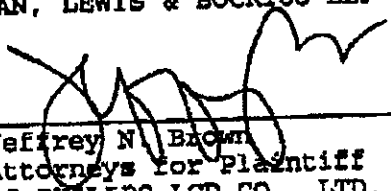

Jeffrey N. Brown
Attorneys for Plaintiff
LG.PHILIPS LCD CO., LTD.

EXHIBIT K

LB&LOEB-LLP

(THU) 12.17.98 15:34. 15:33/NO. 3582040591 P

LOEB & LOEB LLP
A LIMITED LIABILITY PARTNERSHIP
Including Professional Corporations

ATTORNEYS AT LAW
12100 SANTA MONICA BOULEVARD
SUITE 2000
LOS ANGELES, CA 90067-4104

TELEPHONE: 310-282-2000
FACSIMILE: 310-282-2192

FACSIMILE TRANSMITTAL

This transmission is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

DATE: December 17, 1998

TIME:

Please deliver these 4 pages (which includes this cover letter)...

TO: Examiner T. Ton
Art Unit 2871
U.S. Patent and Trademark Office

Facsimile: (703) 308-7724
Voice: (703) 305-3489

FROM: Seog K. Jung

Personal ID: 80846
Client/Re: 8733D-6658

Direct Dial: 310-282-2338
Facsimile: 310-282-2192

NOTE: If transmission is not complete, please call our operator at 310-282-2103.

MESSAGE TO ADDRESSEE:

URGENT

**PLEASE DELIVER TO EXAMINER T. TON
IN ART UNIT 2871**

01/06/1999 09:00:00 121829 09145357
01 FC:148 110.00 CH

71818.1
8733D7007
12/17/1998

EXHIBIT K PAGE 177

LPL 0002266

FROM LOEB&LOEB-LLP

(THU) 12/17/98 15:34 - 15:33/NO. 3562040591 P. 2

PATENT
8733D-6658

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE *#8 app'd m*

In re application of:

Hae Young Yun, et al.

Serial No: 09/145,357

Filed: September 1, 1998

For: COMPUTER HAVING LIQUID
CRYSTAL DISPLAY BETWEEN
FRAMES ATTACHED AT THE EDGES

Art Unit: 2871

Examiner: T. Ton

**TERMINAL DISCLAIMER TO OBLVIAE A
DOUBLE PATENTING REJECTION**
[37 C.F.R. § 1.321(a)]

Asst. Commissioner for Patents
Washington, D.C. 20231

I hereby certify that this communication is being deposited with the United States Postal Service with sufficient postage, or that same will be so delivered addressed to:	
Assistant Commissioner for Patents Washington D.C. 20231, on	
December 17, 1998	
Date of Deposit	
Jonathan Y. Kang	
Signature	
12/17/98	Date

Dear Sir:

IDENTIFICATION OF PERSON MAKING THIS DISCLAIMER

I, Jonathan Y. Kang, represent that I am

☐ an applicant

☐ an assignee

☒ a representative authorized to sign on behalf of the assignee identified below owning all of the interest in this application.

The assignee is:

Name of assignee LG Electronics Inc.

Address of assignee 20, Yoido-dong, Yongsongpo-ku, Seoul, Korea

Title of disclaimer authorized to sign on behalf of assignee Attorney of record

RECORDAL OF ASSIGNMENT IN PATENT OFFICE

☒ The assignment was recorded on

Reel No. 8927

Frame No(s) 0672

☐ Authorization for recordal of the assignment is separately attached.

RECEIVED

DEC 22 1998

OFFICE OF THE SPECIAL
PROGRAMS EXAMINER

71409.1
8733D6658
12/17/1998

EXHIBIT K PAGE 178

LPL 0002267

FROM LOEB&LOEB-LLP

(THU) 12.17.98 15:34. 15:33/NO. 3562040591 P. 3

PATENT
8733D-6658

EXTENT OF INTEREST

The extent of my (our) interest is in

- ☒ the whole of this invention
- ☐ a sectional interest in this invention as follows:

RECEIVED

DEC 17 1998

OFFICE OF THE SPECIAL
PROGRAMS EXAMINER

DISCLAIMER

LG Electronics Inc. hereby disclaims the terminal part of a patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of:

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application Serial No. _____

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to

- ☒ United States Patent No. 5,835,139
- ☐ any patent granted on application Serial No. _____

this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

LG Electronics Inc. does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application serial No. _____

In the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

FEE STATUS
(37 C.F.R. § 1.20(d))

- ☒ Other than small entity
- ☐ Small entity
- ☐ verified statement attached
- ☐ verified statement filed _____

RECEIVED

DEC 17 1998

OFFICE OF THE SPECIAL
PROGRAMS EXAMINER71689.1
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12/17/98

2

EXHIBIT K PAGE 179

LPL 0002270

FROM LOEB&LOEB-LLP

(THU) 12.17.98 15:35:11 15:33/NO. 356204059: P

PATENT
8733D-6658

FEE PAYMENT

- ☒ Attached is a check in the sum of \$ 110.00.
- ☒ If it should be determined that for any reason either an insufficient fee or an excessive fee has been paid, please charge any insufficiency or credit any overpayment necessary to ensure consideration of the information disclosure statement for the above-identified application to Deposit Account No. 12-1820. A copy of this petition is enclosed.
- ☐ Charge Account No. 12-1820 the sum of \$ 110.00. A duplicate of this disclaimer is attached.


Undersigned further declares that the evidentiary documents establishing ownership by the assignee have been reviewed and certifies that to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,
LOEB & LOEB LLP

Date: December 17, 1998

Loeb & Loeb LLP
10100 Santa Monica Blvd., 22nd Floor
Los Angeles, California 90067-4164
Telephone: (310) 282-2000
Facsimile: (310) 282-2192

By: 
Jonathan Y. Kan
Registration No. 38,199
Attorney for Applicant(s)

71499.1
8733D-6658
12/17/1998

3

LPL 0002268

PATENT
8733D-7000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Hee Young Yun, et al.

Serial No: 09/178,832


Filed: October 26, 1998

For: COMPUTER HAVING LIQUID
CRYSTAL DISPLAY BETWEEN
FRAMES ATTACHED AT THE EDGES

Art Unit: 2871

Examiner: T. Ton

2/13/99
Approved
M. M. M.**TERMINAL DISCLAIMER TO OBVIATE A
DOUBLE PATENTING REJECTION
(37 C.F.R. § 1.321(a))**Asst. Commissioner for Patents
Washington, D.C. 20231

I hereby certify that this paper and every paper referred to therein is being transmitted via facsimile to Examiner T. Ton at the Assistant Commissioner for Patents at (703) 305-5841 on	
February 12, 1999	Date of Deposition
Song K. Jung	Name
	Signature
2/12/99	Date

Dear Sir:

IDENTIFICATION OF PERSON MAKING THIS DISCLAIMER

I, Song K. Jung, represent that I am

- ☐ an applicant
- ☐ an assignee
- ☒ a representative authorized to sign on behalf of the assignee identified below owning all of the interest in this application.

The assignee is:

Name of assignee LG Electronics Inc.

Address of assignee 20, Yoido-dong, Yongdeungpo-ku, Seoul, Korea

Title of disclaimer authorized
to sign on behalf of assignee Attorney of record**RECORDAL OF ASSIGNMENT IN PATENT OFFICE**

- ☒ The assignment was recorded on
Reel No. 8927
Frame No(s). 0672
- ☐ Authorization for recordal of the assignment is separately attached.

RECEIVED

FEB 17 1999

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02/12/1999TECHNOLOGY CENTER 2800
SPECIAL PROGRAM CENTER

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FROM LOEBALEED-LPL

EXHIBIT N PAGE 187

LPL 0002353

PATENT
8733D-7000

EXTENT OF INTEREST

The extent of my (our) interest is in

- ☒ the whole of this invention
- ☐ a sectional interest in this invention as follows:

DISCLAIMER

LG Electronics Inc. hereby disclaims the terminal part of a patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of:

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application Serial No. _____

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to

- ☒ United States Patent No. 5,835,139
- ☐ any patent granted on application Serial No. _____

this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

LG Electronics Inc. does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application serial No. _____

in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

FEE STATUS
(37 C.F.R. § 1.20(d))

- ☒ Other than small entity
- ☐ Small entity
- ☐ verified statement attached
- ☐ verified statement filed _____

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8733D-7000
02/12/1989

2

(FRI) 02.12.99 14:32/ST.14:30/NO.3562040125 P.37

FROM LOEB&LOEB-LPL

PATENT
8733D-7000

FEE PAYMENT

- ☐ Attached is a check in the sum of \$_____.
- ☒ If it should be determined that for any reason either an insufficient fee or an excessive fee has been paid, please charge any insufficiency or credit any overpayment necessary to ensure consideration of the information disclosure statement for the above-identified application to Deposit Account No. 12-1820. A copy of this petition is enclosed.
- ☒ Charge Account No. 12-1820 the sum of \$ 110.00. A duplicate of this disclaimer is attached.


Undersigned further declares that the evidentiary documents establishing ownership by the assignee have been reviewed and certifies that to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,
LOEB & LOEB LLP

Date: February 12, 1999

Loeb & Loeb LLP
10100 Santa Monica Blvd., 22nd Floor
Los Angeles, California 90067-4164
Telephone: (310) 282-2000
Facsimile: (310) 282-2192

By: 
Song K. Tung
Registration No. 35,210
Attorney for Applicant(s)

108160.2
8733D0651
02/12/1999

3

PATENT
8733D-7003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Hye Young Yun, et al.

Serial No: 09/178,711

Filed: October 26, 1998

For: COMPUTER HAVING LIQUID
CRYSTAL DISPLAY BETWEEN
FRAMES ATTACHED AT THE EDGES

Art Unit: 2871

Examiner: T. Ton

**TERMINAL DISCLAIMER TO OBVIATE A
DOUBLE PATENTING REJECTION**
37 C.F.R. § 1.321(c)Asst. Commissioner for Patents
Washington, D.C. 20231I hereby certify that this paper and
every paper referred to therein is
being transmitted via facsimile to
Examiner T. Ton at the Assistant
Commissioner for Patents at
(703) 305-6841 on

February 12, 1999

Date of Deposit

Song K. Jung

Name

Dear Sir:

IDENTIFICATION OF PERSON MAKING THIS DISCLAIMER

I, Song K. Jung, represent that I am

- ☐ an applicant
- ☐ an assignee
- ☒ a representative authorized to sign on behalf of the assignee identified below
owning all of the interest in this application.

The assignee is:

Name of assignee LG Electronics Inc.

Address of assignee 20, Yoido-dong, Yongdungpo-ku, Seoul, Korea

Title of disclaimer authorized
to sign on behalf of assignee Attorney of record**RECORDAL OF ASSIGNMENT IN PATENT OFFICE**

- ☒ The assignment was recorded on
Reel No. 8927
Frame No(s). 0672
- ☐ Authorization for recordal of the assignment is separately attached.

RECEIVED

FEB 17 1999

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SPECIAL PROGRAM CENTER

FROM LOBDALOBE-LPL

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(FBI)02 12 99 14:29/ST.14:27/NO.3562040124 P 5

LPL 0002471

PATENT
8733D-7003

EXTENT OF INTEREST

The extent of my (our) interest is in

- ☒ the whole of this invention
- ☐ a sectional interest in this invention as follows:

DISCLAIMER

LG Electronics Inc. hereby disclaims the terminal part of a patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of:

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application Serial No. _____

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to

- ☒ United States Patent No. 5,835,139
- ☐ any patent granted on application Serial No. _____

this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

LG Electronics Inc. does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of

- ☒ United States Patent No. 5,835,139 as presently shortened by any terminal disclaimer
- ☐ any patent granted on application serial No. _____

in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

FEE STATUS
(37 C.F.R. § 1.20(d))

- ☒ Other than small entity
- ☐ Small entity
- ☐ verified statement attached
- ☐ verified statement filed _____

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FROM LOEB&LOEB LLP

LPL 0002472

PATENT
8733D-7003

FEE PAYMENT

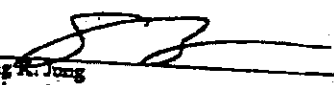
- ☐ Attached is a check in the sum of \$_____.
- ☒ If it should be determined that for any reason either an insufficient fee or an excessive fee has been paid, please charge any insufficiency or credit any overpayment necessary to ensure consideration of the information disclosure statement for the above-identified application to Deposit Account No. 12-1820. A copy of this petition is enclosed.
- ☒ Charge Account No. 12-1820 the sum of \$ 110.00. A duplicate of this disclaimer is attached.

Undersigned further declares that the evidentiary documents establishing ownership by the assignee have been reviewed and certifies that to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,
LOEB & LOEB LLP

By:


Song H. Jung
Registration No. 35,210
Attorney for Applicant(s)

Date: February 12, 1999

Loeb & Loeb LLP
10100 Santa Monica Blvd., 22nd Floor
Los Angeles, California 90067-4164
Telephone: (310) 282-2000
Facsimile: (310) 282-2192

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LPL 0002473

NOV 30 2000 15:02 FR LONG ALDRIDGE & NORMAN 624 1299 TO *487330719-70330 P.03

I hereby certify that this paper is being facsimile transmitted to the
U.S. Patent and Trademark Office on the date shown below

Signature: _____
Attorney

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: Hee Young YUN, et al.

GROUP ART UNIT: 2871

DOCKET NO. 8733.059.20

SERIAL NO: 09/326,540

EXAMINER: T. Ton

FILED: June 7, 1999

FOR: Computer Having Liquid Crystal Display Between Frames Attached at the Edges

TERMINAL DISCLAIMER

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

SIR:

Now comes the undersigned, Attorney of Record in the present application, who avers as follows:

LG. Philips LCD Co., Ltd. is the owner of the entire right, title and interest in and to the invention claimed and disclosed in the above-captioned patent application by virtue of assignment.

LG. Philips LCD Co., Ltd. hereby disclaims the terminal part of any patent granted on the above-captioned application, which would extend beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer of Patent No. 5,835,129, and hereby agrees that any patent so granted on said above-captioned application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 5,835,129, this agreement to run with any patent granted on the above-captioned application and to be binding upon the grantee, its successors or assigns.

LG. Philips LCD Co., Ltd. does not disclaim any terminal part of any patent granted on the above-captioned application that would extend to the full statutory term as presently shortened by any terminal disclaimer of Patent No. 5,835,129 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Please charge the required fee of \$110.00 to our Deposit Account No. 50-0911, referencing our Docket No. 8733.059.20.

Respectfully Submitted,

LONG ALDRIDGE & NORMAN LLP

Song K. Jung
Registration No. 35,210

November 30, 2000
Date Signed

64918.1

*** TOTAL PAGE.03 ***

EXHIBIT X PAGE 241

LPL 0002568

INFORM - TERMINAL DISCLAIMER MEMO

DATE: 02 Dec 07 SERIAL NO: 09/336540
 TO: Ex T-Ten ART UNIT: 2871
 FROM: Deborah Perry-Leeper
 Paralegal Specialist
 Office of the Special
 Programs Examiner
 Group 2800 TD FILED: 30 Nov. 07
☐ Rule 60 Continuation
☐ FWC
☐ CIP

Examiner Initials/date

Instructions: The Terminal Disclaimer accompanying this application has been reviewed and the results identified below. Please use the appropriate Form Paragraph(s) to notify the applicant of the PTO decision regarding the "TD."

☒ - The TD is Accepted and has been recorded (see 14.23).

☒ - **TECHNICAL SUPPORT:** The TD fee of \$ 110.00 needs to be charged to Deposit Account: 50-0911

☐ - The TD is Defective and has not been accepted for the following reason(s):

- ☐ - The recording fee of \$ _____ has not been paid/applied and [nor does] there is no [appear to be] general fee authorization to charge the deposit account (see MPEP 14.25);
- ☐ - It lacks the enforceable only during the common ownership clause (Rule 37 CFR 1.321(c)) (See MPEP 14.27, 14.27.1);
- ☐ - It is directed to a particular claim or claims and not a terminal portion of the term of the entire patent to be granted (see MPEP 14.26, 14.26.2, 14.90);
- ☐ - It is not signed. (MPEP 14.26, 14.26.3);
- ☐ - The serial no. of the application (or the patent no.) which forms the basis for the double patenting rejection is missing or incorrect (see MPEP 14.32);
- ☐ - The serial no. of this pending application (or the number of the patent in reexam. and/or reissue cases) being disclaimed is missing or incorrect (see MPEP 14.26, 14.26.4 or 14.26.5);
- ☐ - The period disclaimed is incorrect or not specified (see MPEP 14.27, 14.27.2 or 14.27.3); and
- ☐ - This pending application and the patented (pending) application (which forms the basis of the double patenting rejection) are not commonly owned.

Terminal Disclaimers Submitted/Signed by the Assignee

☐ - No 3.73(b) statement was provided.

☐ - 3.73(b) statement is defective because:

- ☐ - The person who signed the TD failed to state his/her capacity to sign for the business entity (see MPEP 14.28);
- ☐ - The person who signed the TD is not recognized as an Officer of the Assignee (MPEP 14.29);
- ☐ - There is insufficient evidence of the chain of title from the inventor to the assignee - no real and frame number specified as to where such evidence is recorded in the PTO (37 CFR 3.73(b)); and
- ☐ - There is no statement identifying that the evidentiary document(s) has been reviewed and to the best of the assignee's knowledge and belief title is in the name of the assignee seeking to take action (1140 OG 72).

☐ - A revised TD can be filed to overcome the above objections - no additional T.D. fee is required.

**DO NOT PROVIDE THIS MEMO TO APPLICANT,
MUST BE RETURNED TO SPRE UNIT**